



Group  
3625

**SUPPLEMENT TO STATEMENT UNDER 37 CFR 3.73(b)  
ADDITIONAL DOCUMENTS IN CHAIN OF TITLE**

| DOCUMENT                       | NATURE OF DOCUMENT   |
|--------------------------------|--|
| ASSIGNMENT recorded 07/30/2001 | Assignment submitted from parent Application No.: 09/916,819 assigning interest from Marcos V. Masson et al. to GLOBAL ORTHOPAEDICS            |
| ASSIGNMENT recorded 01/09/2002 | Assignment submitted from parent Application No.: 09/916,819 assigning interest from GLOBAL ORTHOPAEDICS to GLOBAL ORTHOPAEDIC SOLUTIONS, LLC. |
| ARTICLES OF CONVERSION         | Converting GLOBAL ORTHOPAEDIC SOLUTIONS, LLC ("Company") to GLOBAL ORTHOPAEDICS, INC. ("Corporation")  |
| ASSIGNMENT AGREEMENT           | Conveying intellectual property from GLOBAL ORTHOPAEDIC, INC. to SL-1, Ltd.  |
| ASSIGNMENT AGREEMENT           | Corrective assignment conveying intellectual property from GLOBAL ORTHOPAEDIC, INC. to SI-1, Ltd.  |

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JUL 06 2006  
**GROUP 3600**

UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

MARCH 07, 2002

PTAS

HARRISON & EGBERT  
JOHN S. EGBERT  
412 MAIN ST., 7TH FLOOR  
HOUSTON, TX 77002

Chief Information Officer  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)



\*101950330A\*

O P E 4398  
MAY 26 2006  
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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/09/2002

REEL/FRAME: 012453/0894  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GLOBAL ORTHOPAEDICS

DOC DATE: 12/03/2001

ASSIGNEE:

GLOBAL ORTHOPAEDIC SOLUTIONS,  
L.L.C.  
1200 BINZ STREET  
SUITE 1200  
HOUSTON, TEXAS 77004

SERIAL NUMBER: 09916819  
PATENT NUMBER:

FILING DATE: 07/30/2001  
ISSUE DATE:

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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01-16-2002

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101950330

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Global Orthopaedics

01-9.2

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: Dec. 3, 2001

2. Name and address of receiving party(ies)

Name: Global Orthopaedic  
Solutions, L.L.C.  
Internal Address: \_\_\_\_\_Street Address: 1200 Binz Street  
Suite 1200

City: Houston State: TX Zip: 77004

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/916,819

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John S. Egbert

Internal Address: Harrison &amp; Egbert

Street Address: 412 Main St., 7th Floor

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08-0879

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John S. Egbert

Name of Person Signing

Signature

12-4-01

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/15/2002 LNUELLER 00000177 09916819

40.00 00

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# ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

NAME(S) AND ADDRESS(ES)  
OF ASSIGNOR(S)

GLOBAL ORTHOPAEDICS  
1200 Binz St., Suite 1200  
Houston, Texas 77004  
USA

(a limited liability partnership (LLP) of the State of  
Texas)

(hereinafter referred to as ASSIGNOR), own a certain  
invention entitled:

TITLE OF INVENTION

CIRCUMFERENTIAL RETRACTOR APPARATUS

PARTICULARS OF APPLICATION

for which application for Letters Patent of the United States  
has been filed on July 30, 2001  
under Serial No. 09/916,819, and

WHEREAS:

NAME(S) AND ADDRESS(ES)  
OF ASSIGNEE(S)

GLOBAL ORTHOPAEDIC SOLUTIONS, L.L.C.  
1200 Binz St., Suite 1200  
Houston, Texas 77004  
USA

(a limited liability company (LLC) of the State of Texas)

(hereinafter referred to as ASSIGNEE), is desirous of  
acquiring the entire interest in, to and under said invention  
and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY  
CONCERN: Be it known that in consideration of the payment  
by ASSIGNEE to ASSIGNOR of the sum of One Dollar  
(\$1.00), the receipt of which is hereby acknowledged, and for  
other good and valuable consideration, ASSIGNOR hereby  
sells, assigns and transfers to ASSIGNEE the full and

exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, have hereunto set hand and seal  
this day of Dec. 3, 2001.

FULL NAME(S) OF ASSIGNOR(S)

Marcos Masson

Name: Marcos V. MASSON

Title: President  
of GLOBAL ORTHOPAEDICS

JAN 09 2002  
PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: MASSON, Marcos V.; HENRY, Mark

SERIAL NO.: 09/916,819

FILED: Jul. 30, 2001

TITLE: CIRCUMFERENTIAL RETRCTOR APPARATUS

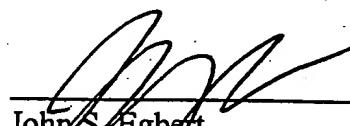
TRANSMITTAL OF ASSIGNMENT

Box Assignments  
Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

Sir:

Please find the attached Assignment form, signed on December 3, 2001. Also enclosed is an acknowledgment post card for showing receipt of the form.

Respectfully submitted,

  
John S. Egbert  
Reg. No. 30,627  
Harrison & Egbert  
412 Main Street, 7<sup>th</sup> Floor  
Houston, Texas 77002  
(713)224-8080  
(713)223-4873 (Fax)

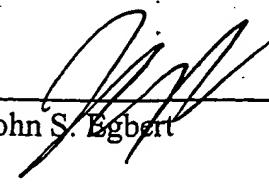
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CERTIFICATE OF MAILING UNDER 37 CFR 1.8(a)

I hereby certify that the attached TRANSMITTAL OF ASSIGNMENT is being first-class mailed to:

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

on 12-4, 2001.

  
John S. Egbert

12-4-01  
Date



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

O P E L A P E S  
MAY 26 2006  
PATENT & TRADEMARK OFFICE

OCTOBER 04, 2001

PTAS



\*101802769A\*

HARRISON & EGBERT  
JOHN S. EGBERT  
412 MAIN ST, 7TH FLR  
HOUSTON, TX 77002

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RECORDATION DATE: 07/30/2001

REEL/FRAME: 012031/0772  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MASSON, MARCOS V.

DOC DATE: 07/19/2001

ASSIGNOR:

HENRY, MARK

DOC DATE: 07/19/2001

ASSIGNEE:

GLOBAL ORTHOPAEDICS  
1200 BINZ ST.  
SUITE 1200  
HOUSTON, TEXAS 77004

SERIAL NUMBER: 09916819  
PATENT NUMBER:

FILING DATE: 07/30/2001  
ISSUE DATE:

DOROTHY RILEY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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08-07-2001

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RECORDATION FORM COVER SHEET  
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10996 US 8/16819  
09/09/01

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Submission Type

New  
 Resubmission (Non-Recordation)  
Document ID#   
 Correction of PTO Error  
Reel #  Frame #   
 Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  Security Agreement  
 License  Change of Name  
 Merger  Other   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
 Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
7/19/01

Name (line 1)  Marcos V. MASSON

Name (line 2)

Execution Date  
Month Day Year  
7/19/01

Second Party

Name (line 1)  Mark HENRY

Name (line 2)

If document to be recorded  
is an assignment and the  
receiving party is not  
domestic in the United  
States, an appointment  
of a domestic  
representative is attached.  
(Designation must be a  
separate document from  
Assignment.)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)  Global Orthopaedics

Name (line 2)

Address (line 1)  1200 Binz St., Suite 1200

Address (line 2)

Address (line 3)  Houston

City

Texas

State/Country

77004

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

08/01/2001 SSITHIB1 00000027 09916819

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number **713-224-8080**

Name **John S. Egbert**

Address (line 1) **Harrison & Egbert**

Address (line 2) **412 Main Street, 7th Floor**

Address (line 3) **Houston, Texas 77002**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document  
including any attachments.

# **2**

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month **Day** Year  
**7/19/01**

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT  PCT  PCT

only if a U.S. Application Number  
has not been assigned.

PCT  PCT  PCT

Number of Properties

Enter the total number of properties involved.

# **1**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40**

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# **08-0879**

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing  
**John S. Egbert**

Signature

Date

*John S. Egbert* **7-25-01**

ASSIGNMENT FOR UNFILED APPLICATION FOR UNITED STATES PATENT

WHEREAS:

NAME(S) AND ADDRESS(ES)  
OF INVENTOR(S)

Marcos V. MASSON  
2769 Essex Terrace  
Houston, Texas 77002  
USA

Mark HENRY  
1200 Binz St., Suite 1200  
Houston, Texas 77004  
USA

(citizens of the United States of America)

(hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled:

TITLE OF INVENTION

CIRCUMFERENTIAL RETRACTOR APPARATUS

for which application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS:

NAME(S) AND ADDRESS(ES)  
OF ASSIGNEE(S)

GLOBAL ORTHOPAEDICS  
1200 Binz St., Suite 1200  
Houston, Texas 77004  
USA

(a limited liability partnership (LLP) of the State of Texas)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for

other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, have hereunto set hand and seal

this day of July 19, 2001.

FULL NAME(S) OF INVENTOR(S)

Marcos Masson  
Marcos V. MASSON

Mark Henry  
Mark HENRY

**GLOBAL ORTHOPAEDIC SOLUTIONS, LLC,**  
a Texas limited liability company

JUN 19 2003

**ARTICLES OF CONVERSION**

Corporations Section

Pursuant to the provisions of Article 10.08 *et seq.* of the Texas Limited Liability Company Act ("TLLCA"), **GLOBAL ORTHOPAEDIC SOLUTIONS, LLC**, a Texas limited liability company (which converting entity is referred to as the "Company"), hereby adopts the following Articles of Conversion for the purpose of converting the Company into **GLOBAL ORTHOPAEDICS, INC.**, a Texas corporation (which converted entity is referred to as the "Corporation"):

1. The Plan of Conversion (the "Plan"), attached hereto as Exhibit "1" and incorporated herein by reference, and the performance of its terms, were approved by the members of the Company in the manner prescribed by the TLLCA and in accordance with the organizational documents of the Company.

2. An executed copy of the Plan is on file at the principal place of business of the Company, 7405 Almeda Road, Houston, Texas 77054-2125, and an executed Plan will be on file, from and after the conversion, at the principal place of business of the Corporation, 7405 Almeda Road, Houston, Texas 77054-2125.

3. A copy of the Plan will be furnished by the Company (prior to the conversion) or by the Corporation (after the conversion) on written request and without cost, to any members or shareholders of the Company or the Corporation, respectively.

4. The Corporation shall be liable for the payment of all fees and franchise taxes of the Company as required by law.

5. These Articles of Conversion and the attached Plan of Conversion shall be effective as of the date of filing of these Articles of Conversion with the Secretary of State of Texas.

DATED: May 31, 2003

**GLOBAL ORTHOPAEDIC SOLUTIONS,  
LLC, a Texas limited liability company**

By: Marcos Masson  
Marcos V. Masson, M.D., Member-Manager

# EXHIBIT 1

## **GLOBAL ORTHOPAEDIC SOLUTIONS, LLC** a Texas Limited Liability Company

### **PLAN OF CONVERSION**

This Plan of Conversion is made and entered into pursuant to Article 10.08 *et seq.* of the Texas Limited Liability Company Act ("TLLCA") with respect to the conversion of **GLOBAL ORTHOPAEDIC SOLUTIONS, LLC**, a Texas limited liability company (which converting entity is referred to as the "Company"), into **GLOBAL ORTHOPAEDICS, INC.**, a Texas corporation (which converted entity is referred to as the "Corporation").

#### **WITNESSETH:**

WHEREAS, the Company is a limited liability company duly incorporated and existing under the laws of the State of Texas, having been organized pursuant to the TLLCA;

WHEREAS, the members of the Company believe it is in the best interests of the Company to convert the Company into a Texas corporation pursuant to the terms and conditions hereinafter set forth (the "Conversion"), and such members of the Company have duly approved this Plan of Conversion (this "Plan");

NOW, THEREFORE, the Company shall be converted into the Corporation in accordance with the applicable provisions of the TLLCA, on the following terms and conditions:

#### **ARTICLE I**

##### **CONTINUING EXISTENCE**

Upon the Effective Date of the Conversion (as defined herein), the Company shall continue its existence in the organizational form of the Corporation, a Texas corporation.

#### **ARTICLE II**

##### **MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS**

The manner and basis of converting the membership interests or other evidences of ownership of each member of the Company into units of ownership interests of the Corporation ("Shares") shall be as follows:

Each percentage of membership interest in the Company shall convert into one thousand (1,000) shares of common stock of the Corporation on the Effective Date of the Conversion. Each member of the Company will receive one thousand (1,000) shares of common stock in the Corporation for each percentage of membership interest owned by such persons in the Company immediately prior to the Conversion.

### ARTICLE III

#### EFFECTIVENESS

The conversion shall become effective as of the date of filing of this Plan of Conversion with the Secretary of State of Texas (the "Effective Date of the Conversion").

### ARTICLE IV

#### ARTICLES OF INCORPORATION

Attached hereto as Exhibit "A" and incorporated herein by reference is the Articles of Incorporation of the Corporation.

IN WITNESS WHEREOF, the Company, pursuant to the approval and authority duly given by resolution adopted by its members, has caused this Plan of Conversion to be executed on this the 31<sup>st</sup> day of May, 2003.

**GLOBAL ORTHOPAEDIC SOLUTIONS,  
LLC, a Texas limited liability company**

By: Marcos Masson  
Marcos V. Masson, M.D., Member-Manager

# EXHIBIT A

## ARTICLES OF INCORPORATION OF GLOBAL ORTHOPAEDICS, INC.

The undersigned, a natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation.

### ARTICLE I

The name of the corporation is GLOBAL ORTHOPAEDICS, INC. (the "Corporation").

### ARTICLE II

The Corporation is to have perpetual existence.

### ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, as amended from time to time, and further to do such things as may be incident to, and necessary or appropriate to effect, any and all of such purposes.

### ARTICLE IV

The total number of shares which the Corporation shall have authority to issue is 1,000,000 shares of common stock, par value \$0.01 per share.

### ARTICLE V

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000 consisting of money, labor done or property actually received.

### ARTICLE VI

No holder of any shares of any class of stock of the Corporation shall, as such holder, have any preemptive or preferential right to receive, purchase or subscribe to additional, unissued or treasury shares of any class of stock of the Corporation, or securities, obligations or evidences of indebtedness of the Corporation convertible into or carrying a right to subscribe to or purchase such shares or any other securities that may hereafter from time to time be issued or sold by the Corporation.

## ARTICLE VII

No shareholder shall have the right to cumulate his votes in any election of directors.

## ARTICLE VIII

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission (or alleged act or omission) in the director's capacity as a director, except that this Article VIII does not eliminate or limit the liability of a director for:

- (1) a breach of a director's duty of loyalty to the Corporation or its shareholders;
- (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- (4) an act or omission for which the liability of a director is expressly provided by statute;
- (5) an act related to an unlawful stock repurchase or payment of a dividend; or
- (6) any other act, omission, transaction or breach of duty as to which any Texas statute provides that the liability of directors may not be eliminated or limited.

No amendment to or repeal of this Article VIII will apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of the director occurring prior to such amendment or repeal.

## ARTICLE IX

Any action required by the Texas Business Corporation Act to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

## ARTICLE X

The registered office of the Corporation in the State of Texas is located at 7405 Almeda Road, Houston, Texas 77045-2125. The name of its registered agent at such address is Marcos V. Masson, M.D.

## ARTICLE XI

The initial board of directors shall consist of three (3) members. The number of the members of subsequent boards of directors shall be fixed by, or in the manner provided in, the bylaws. The names and addresses of the persons who will serve as directors until the first annual meeting of shareholders or until their successors have been duly elected and qualified are:

Marco V. Masson, M.D.

7405 Almeda Road  
Houston, Texas 77045-2125

Sean H. Lundy

7405 Almeda Road  
Houston, Texas 77045-2125

Mark H. Henry, M.D.

7405 Almeda Road  
Houston, Texas 77045-2125

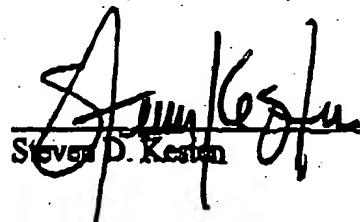
## ARTICLE XII

The name and address of the incorporator is Steven D. Kesten, 4265 San Felipe, Suite 1200, Houston, Texas 77027.

## ARTICLE XIII

The Corporation is being incorporated pursuant to a plan of conversion under which Global Orthopaedic Solutions, LLC, a Texas limited liability company with its principal place of business located at 7405 Almeda Road, Houston, Texas 77054-2125, formed pursuant to those certain Articles of Organization of Global Orthopaedic Solutions, LLC filed on July 25, 2001, in the office of the Secretary of State of the State of Texas, is being converted to a Texas corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of May, 2003.

  
Steven D. Kesten



MAR 30 2006

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

ENTERED MAR 30 2006

MARCH 23, 2006

PTAS



\*103139902A\*

C. JAMES BUSHMAN  
BROWNING BUSHMAN P.C.  
5718 WESTHEIMER, SUITE 1800  
HOUSTON, TX 77057

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/14/2005

REEL/FRAME: 017354/0873

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: BYRNE-17-1

ASSIGNEE:

GLOBAL ORTHOPEDICS, INC.

DOC DATE: 04/05/2005

RECEIVED

JUL 06 2006

ASSIGNEE:  
SL-1, LTD.  
3000 W. DAVIS  
CONROE, TEXAS 77304

GROUP 3600

SERIAL NUMBER: 10246567

FILING DATE: 09/18/2002

PATENT NUMBER: 7018332

ISSUE DATE: 03/28/2006

TITLE: CIRCUMFERENTIAL RETRACTOR APPARATUS

MARCUS KIRK, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION



## ASSIGNMENT AGREEMENT

This Agreement is between SI-1, Ltd., Don Byrne (collectively referred to as Assignees) and Global Orthopedics, Inc. (referred to as Assignor) and is effective when executed by all parties.

WHEREAS, Assignees filed suit against Assignor in Harris County, Texas, Cause No. 2003-04083, alleging various causes of actions;

WHEREAS, subsequently, pursuant to a court order, Assignor is currently in receivership;

WHEREAS, as part of a Mutual Release and Settlement Agreement (Release Agreement) to which this Agreement is attached as Exhibit A, Assignor has agreed to assign to Assignees all its right, title and interest in certain intellectual property referenced in paragraph 1 of the Release Agreement.

NOW, THEREFORE, for good and valuable consideration as recited more fully in the Release Agreement, the parties agree as follows:

1. Assignor has assigned, sold, transferred, and set over and by these presents do assign, sell, transfer and set over unto Assignees the entire right, title and interest in and to:
  - A. U.S. Patent Nos. D454,296 and 6,409,731 including all reissues, renewals, and reexaminations and extensions thereof (collectively Assigned Patents) and including the right to sue for and collect damages for past infringement of any of said Assigned Patents, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

B. U.S. Patent Applications Serial Nos. 09/915,819; 09/916,819; 09/916,833; 10/075,952; 10/078,321; 10/092,693; 10/109,099; 10/184,151; 10/185,356; 10/185,855; 10/261,105; 10/246,567; 10/407,799; 10/455,752; 10/457,787; and any patent application on the so called Magellan-Proximal and any other patent application related to medical or surgical inventions filed by or on behalf of any of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (collectively Assigned Applications) and including (i) the inventions in Assigned Applications and worldwide rights therein (ii) all divisions, continuations, continuations-in-part and substitutions of said Assigned Applications; and (iii) all Letters Patents, United States and foreign, which shall issue on said inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions in all foreign countries, including the right to file applications for Letters Patents on the inventions included in said Assigned Applications in any and all foreign countries, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment and sale not been made.

C. U.S. Trademarks and Trademark Applications Serial Nos. 76/379,191 ("Magellan"); 76/380,267 ("Scope Caddy"); 78/210,116 ("Soft Portal"); 78/210,170 ("ASC Fast Pack") and any other trademarks or trademark application filed by or on behalf of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (the Assigned Trademarks), and including the right to sue for and collect damages for past infringement of any of said assigned trademarks and trademark applications, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor covenants and agrees that it will upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignees, to enable and assist

Assignees to (a) obtain Letters Patent, both domestic and foreign on the inventions included in said Assigned Applications (b) establish, maintain and secure title in said Assignees, their successors and assigns in the Assigned Patents, the inventions of said Assigned Applications, said Assigned Applications and any Letters Patents based on said Assigned Applications, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Assigned Patents and any Letters Patents based on said Assigned Applications, against any and all infringers, and perform such other acts as is necessary to give full force and effect to this Assignment.

2. Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue all Letters Patents based on the Assigned Applications and all divisions, continuations, continuations-in-part, reissues, renewals and extensions of Letters Patents based on the Assigned Applications to said Assignees, their successors and assigns.
3. Assignor also assigns to Assignees all right, title and interest in and to any information relating to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks and the inventions disclosed and/or claimed therein, including all printed and/or electronically stored files, documents, forms, licenses, exemptions, waivers and correspondence, evidencing, concerning or in any manner related to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks, the inventions disclosed and/or claimed therein and any products incorporating any portion of any of the disclosures in said Assigned Patents or Assigned Applications or the Assigned Trademarks, and any and all claims and causes of action arising out of or in any manner related to the Assigned Patents, the Assigned Applications, the Assigned Trademarks or the other items listed in this paragraph 3, including the right to sue for and collect damages for past infringement of any of said Assigned Patents.

SI-1, Ltd.

Date: 4/5/05

By: Don Byrne  
Don Byrne  
Don Byrne

Date: 4/5/05

Global Orthopedics, Inc.

Date: 3/30/05

By: Charlie Gerhart, Esq.

Approved by:

Charlie Gerhart  
Charlie Gerhart  
Receiver In Cause No. 2003-40746  
pending in 269th District Court

Date: 3/30/05



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 25, 2006

PTAS

\*700259715A\*

C. JAMES BUSHMAN  
BROWNING BUSHMAN P.C.  
5718 WESTHEIMER, SUITE 1800  
HOUSTON, TX 77057

\*700259715A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 04/21/2006

REEL/FRAME: 017520/0286  
NUMBER OF PAGES: 6

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT TYPO IN RECORDATION COVER SHEET  
PREVIOUSLY RECORDED AT R/F 017354/0873 EXECUTION DATE

## ASSIGNOR:

GLOBAL ORTHOPEDICS, INC.

DOC DATE: 03/30/2005

## ASSIGNEE:

SI-1, LTD.  
3000 W. DAVIS  
CONROE, TEXAS 77304

FILING DATE: 09/18/2002  
ISSUE DATE: 03/28/2006

SERIAL NUMBER: 10246567

PATENT NUMBER: 7018332

TITLE: CIRCUMFERENTIAL RETRACTOR APPARATUS

RECEIVED

JUL 06 2006

GROUP 3600

017520/0286 PAGE 2

THERESA FREDERICK, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

## PATENTS ONLY

FORM PTO-1520 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Global Orthopedics, Inc.

Additional names(s) of conveying party(ies)

 Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other cover sheet from SL-1, Ltd. to SL-1, Ltd. and  
 execution date, previously recorded at Reel/Frame 017354/0873  
 Execution Date: 3/30/05

2. Name and address of receiving party(ies):

Name: SL-1, Ltd.

Internal Address: \_\_\_\_\_

Street Address: 3000 W. DavisCity: Conroe State: TX ZIP: 77304Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/246,567

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: C. James BushmanInternal Address: Browning Bushman P.C.Street Address: 5718 Westheimer, Suite 1800City: Houston State: TX ZIP: 770576. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): ..... \$ 40.00 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account

8. Deposit account number:

02-4345

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

C. James Bushman

Name of Person Signing

Signature

April 21, 2006

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

P.O. Box 1450 Washington, D.C. 20536-1450 (202) 707-3000

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Assignor covenants and agrees that it will upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignees, to enable and assist

Assignees to (a) obtain Letters Patent, both domestic and foreign on the inventions included in said Assigned Applications (b) establish, maintain and secure title in said Assignees, their successors and assigns in the Assigned Patents, the Inventions of said Assigned Applications, said Assigned Applications and any Letters Patents based on said Assigned Applications, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Assigned Patents and any Letters Patents based on said Assigned Applications, against any and all infringers, and perform such other acts as is necessary to give full force and effect to this Assignment.

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**SI-1, Ltd.**

Date: 4/5/05

By: Don Byrne  
Don Byrne  
Don Byrne

## Global Orthopedics, Inc.

Date: 3/30/05

By: Christopher, facsim

Approved by:

Charlie Gerhart

Receiver in Cause No. 2003-48746,  
pending in 269th District Court

Date: 3/30/68